

SERFF Tracking Number:	AMMH-125883901	State:	Arkansas
Filing Company:	American Modern Home Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	20080225-04		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	F- Commercial Rental Watercraft		
Project Name/Number:	F- Commercial Rental Watercraft /20080225-04		

Filing at a Glance

Company: American Modern Home Insurance Company

Product Name: F- Commercial Rental Watercraft SERFF Tr Num: AMMH-125883901 State: Arkansas

TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: 20080225-04	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Mellisa Anderson	Disposition Date: 11/03/2008
	Date Submitted: 11/03/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 11/03/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 11/03/2008

State Filing Description:

General Information

Project Name: F- Commercial Rental Watercraft	Status of Filing in Domicile:
Project Number: 20080225-04	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/03/2008	
State Status Changed: 11/03/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Dear Director,	

American Modern Home Insurance Company presents the initial filing for its Commercial Rental Watercraft Program.

This program provides liability and physical damage coverages, along with other options, for a variety of watercraft used

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<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
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as rentals.

Included in this filing are the following items:

1. Program Forms List
2. Forms for this program, including policy, endorsements, declaration page, applications, cancellation and nonrenewal notices, and terrorism notice

In accordance with your “no file” provisions for Ocean Marine for the rate and rule portion, I have only submitted the Forms Filing for prior approval and will use the “no file” rule for the rate/rule portion. We are requesting an effective date of “upon approval”.

If you have any questions regarding this submission, please contact me by phone at (800) 759-9008, ext. 5835, by e-mail at melanderson@amig.com, or by fax at (513) 947-4929.

Company and Contact

Filing Contact Information

Mellisa Anderson, Filing Analyst	melanderson@amig.com
7000 Midland Blvd	(800) 759-9008 [Phone]
Amelia, OH 45102	(513) 947-4929[FAX]

Filing Company Information

American Modern Home Insurance Company	CoCode: 23469	State of Domicile: Ohio
7000 Midland Blvd.	Group Code: 361	Company Type: Property and Casualty
Amelia, OH 45102	Group Name:	State ID Number:
(800) 759-9008 ext. [Phone]	FEIN Number: 31-0715697	

Filing Fees

Fee Required?	Yes
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Fee Amount:	\$50.00		
Retaliatory?	No		
Fee Explanation:	This is the fee to file forms.		
Per Company:	No		

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Modern Home Insurance Company	\$50.00	11/03/2008	23657592

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/03/2008	11/03/2008

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Disposition

Disposition Date: 11/03/2008

Effective Date (New): 11/03/2008

Effective Date (Renewal): 11/03/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Project Name/Number: F- Commercial Rental Watercraft /20080225-04

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Application	Approved	Yes
Form	Premise Liability Application	Approved	Yes
Form	Declaration page	Approved	Yes
Form	Cancellation Notice	Approved	Yes
Form	Non-Renewal Notice	Approved	Yes
Form	Commercial Rental Watercraft Insurance Policy	Approved	Yes
Form	Rental Watercraft Insurance Policy	Approved	Yes
	Amendatory Endorsement		
Form	Premise Liability Endorsement	Approved	Yes
Form	Terrorism Exclusion Endorsement	Approved	Yes
Form	Proposed Forms Page	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application	Applicatio n	08/2008	Application/ New Binder/Enro llment			CWR-A.pdf
Approved	Premise Liability Application	CWP-A	08/2008	Application/ New Binder/Enro llment			CWP-A.pdf
Approved	Declaration page	CW-1000	07/2008	Declaration New s/Schedule			CW1000 (07-08).pdf
Approved	Cancellation Notice	CC9697X X012325	03/2005	Canc/NonR New en Notice			Cancellation (CC9697XX 012325).pdf
Approved	Non-Renewal Notice	CN9697X X012325	03/2005	Canc/NonR New en Notice			Nonrewal (CN9697XX 012325).pdf
Approved	Commercial Rental Watercraft Insurance Policy	WC000	04/2008	Policy/CoveNew rage Form			WC000- 200804.pdf
Approved	Rental Watercraft Insurance Policy Amendatory Endorsement	WCA03	09/2008	Endorseme New nt/Amendm ent/Condi tions			WCA03- 200809.pdf
Approved	Premise Liability Endorsement	73961	06/2008	Endorseme New nt/Amendm ent/Condi tions			Premsie Endorsemen t - 73961- 200806.pdf
Approved	Terrorism Exclusion Endorsement	CM T-4	08/2008	Endorseme New nt/Amendm ent/Condi tions			CM AMIG T4.pdf
Approved	Proposed Forms Page	F-1 page		Other New			FORMS PAGE- 11- 04-08.pdf



American Modern Insurance Group Commercial Watercraft Rental Application

GENERAL AGENT INFO

General Agency Code #

General Agency Name

Effective Date:

AGENCY INFORMATION

Agency Code #

Phone # ()

Agency Name

FAX # ()

Street

Email

City, State, ZIP

Contact Name

APPLICANT INFORMATION (APPLICANT MUST BE THE TITLED OWNER)

Titled Owner / Name

Principal Contact

Business Phone ()

Alternate Phone ()

Mailing Address (Street)

City

County

State

Zip

Type of Organization: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other, Explain:

PHYSICAL ADDRESS OF OPERATION; LIST ALL LOCATIONS

City

State

ZIP

County

Description

Operating From: ☐ Marina ☐ Beach ☐ Boat Launch ☐ Locked Facility ☐ Other, Explain:

Describe How The Watercraft Are Used By This Operation:

What Is The Experience Of The Owners With This Type Operation?

How Many Years Has Applicant Owned/Operated This Business? _____

Operating Period: From: _____ To: _____

How Many Years Has Applicant Operated From This Location? _____

When Not In Use, Watercraft Are: ☐ Ashore ☐ Afloat

Projected Gross Receipts For This Year \$ _____

How are watercraft secured against theft? _____

Gross Receipts For This Operations Last Year \$ _____

Prior Insurance Carrier: _____

Describe All Other Commercial Activities Conducted On The Premise Including Non-Owned Activities:

Policy Number: _____

Expiration Date: _____

If Other Owned Activity, Is There Insurance In Force? ☐ YES ☐ NO

Has Any Insurance Company Ever Canceled, Non-Renewed, Or Declined Coverage? (Missouri Residents Need Not Answer) ☐ YES ☐ NO

If Yes Explain: _____

Navigation Desired – Check All That Apply

☐ US Inland Waterways Only ☐ Coastal Up To 5 Miles Offshore ☐ Coastal Greater Than 5 Miles Offshore. Number Of Miles Offshore Requested: _____

Name Of Body Of Water To Be Navigated On: _____

FIVE YEAR CLAIM HISTORY – BUSINESS OPERATIONS, WATERCRAFT, AND PREMISES

Date of Event	Details of Event	Amount Paid

WATERCRAFT INFORMATION

If More Than One Unit Please Complete A Schedule

Hull Year	Hull Manufacturer	Model	Length	Hull ID Number (12 Digits)	Watersport Liability Requested	
					<input type="checkbox"/> YES	<input type="checkbox"/> NO
Engine Year	Engine Mfg	Model	HP	Engine ID Number	Max. Speed	Total Value (ACV)

TRAILER INFORMATION

Year	Manufacturer	Trailer ID Number	Value (ACV)

LIENHOLDER INFORMATION

Lienholder Name	Street	City	State	ZIP

ADDITIONAL INSURED INFORMATION (IF N/A, DO NOT COMPLETE)

Name	Mailing Address (Street)			
City	State	Zip	Birthdate	Additional Insured Type
				<input type="checkbox"/> Joint Owner <input type="checkbox"/> Additional Interest <input type="checkbox"/> Marina

Please Complete All Questions				
Who is responsible for overseeing the watercraft rental operation? What is their age?				
Please list all rental employees and their age.				
What skills are the employees trained in?				
Do the employees operate the watercraft in the course of employment? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Are any employees allowed for use the watercraft for personal pleasure? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Describe the Instruction Process.				
Who Provides the Instruction?				
What is the instructor's experience?				
How are the renters screened to determine if they are a suitable renter?				
What is the minimum age to rent the watercraft?			How is the renter age verified?	
What navigation restrictions are placed on the renter?				
Does the insured trailer the units to other locations? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Is the renter allowed to trailer the units? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Is the renter allowed to operate the watercraft after dark? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Describe any other restrictions placed on the renter.				
Describe how the renter is supervised.				
Is any other person besides the contracted renter allowed to operate the watercraft? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Are the renters allowed to tow tubes, skiers, wake boarders, etc.? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
Does the applicant supply the towing equipment such as the rope, tube, skis, etc if towing is allowed? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes please explain.				
How many years are the rental contracts kept on file?			Are watercraft maintenance records kept?	
Comments:				
Coverage Selection (see guidelines for coverage eligibility and requirements)			Requested Limits	Premium
Watercraft Liability				\$
Watersports Liability (Identify Units Where Coverage Desired)			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Premise Liability (Submit Premises Application)			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Hull Coverage (Total of Hull Values) – Minimum \$1000 Deductible Per Unit				\$
Named Storm Coverage REJECTED (if "No" a Named Storm Deductible will apply; see policy)			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Trailer Coverage (Total of Trailer Values) - \$250 deductible per unit				\$
Renewal/Transfer Discount (%) Attach Prior Declaration Page			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Subtotal (reflects discounts and/or surcharges)			\$	
SUBJECT TO A \$1000 MINIMUM PREMIUM AND A \$1000 MINIMUM EARNED PREMIUM			\$	
Local Taxes (if applicable)	City / County	%	State	% Tax \$
				TOTAL \$
BILLING INFORMATION				
Payment Plan:		Minimum Down Payment:		Down Payment Method:
				Payment Received:
Credit Card Type:		Credit Card Number:		Exp. Date (MM/YY):

AGENT/HOME OFFICE REMARKS

APPLICANT'S STATEMENTS

Watersports Liability Coverage provides Bodily Injury and Property Damage Liability coverage for a covered accident occurring while your watercraft is used during a covered towing sport. I understand that if I have not accepted the coverage, no coverage is provided for accidents during such towing sports activities. **Named Storm Coverage** provides physical damage coverages in the event of a named storm. If I have rejected Named Storm Coverage I understand that no physical damage coverage will apply for damage caused by a named storm

I affirm that the information provided is true to the best of my knowledge and that no material information has been withheld. I also confirm that the Coverages and Limits described above are the Coverages and Limits I desire. I hereby authorize appropriate state authorities to release my motor vehicle driving record to American Modern Insurance Group or its representative. This release shall remain in effect until I request in writing that it be withdrawn. I understand that as part of routine procedures, an investigative consumer report may be ordered that could contain information about my character, general reputation, personal and financial characteristics, and mode of living. Information on the nature and scope of such a report, if one is made, will be provided to me upon my written request. I understand that the discovery of any material misrepresentations or omissions in this Application may result in a change in the premium charge for my policy, or may cause my policy to be cancelled or voided.

Applicant's Signature	Date	Insurance Agent's Signature	Date
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Fraud Warning It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, denial of benefits, and may subject you to civil damages.
(If you are signing this application in AR, CO, D.C., FL, HI, KY, LA, ME, NJ, NM, NY, OR, PA, TN or VA, please see below for the fraud language required in your state.)

NOTICE TO AGENT: The rental agreement, check-out/renter training procedures, and complete watercraft information must be received and approved by American Modern underwriting prior to binding coverage.

North Dakota Notice - We will consider your claim history in determining whether to decline, cancel, nonrenew, or surcharge your policy and any claims incurred will be reported to an insurance support organization.

FRAUD WARNING NOTICE (This form is part of the application for insurance.)

Applicable in Arkansas - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in California - For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida - Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in Hawaii - For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Kentucky - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Applicable in Louisiana - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Maine, Tennessee and Virginia - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Applicable in Maryland - Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in New Jersey - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in New Mexico - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Applicable in New York - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in Ohio - Any person who, with intent to defraud or knowing that he is facilitating a fraud, or helps commit a fraud against an insurer, files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in Pennsylvania - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in West Virginia - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ADDITIONAL NOTICE

Applicable in Minnesota Only - THE INSURER MAY ELECT TO CANCEL COVERAGE AT ANY TIME DURING THE FIRST 59 DAYS FOLLOWING ISSUANCE OF THE COVERAGE FOR ANY REASON THAT IS NOT SPECIFICALLY PROHIBITED BY STATUTE.

Applicable in Virginia - READ YOUR POLICY. THE POLICY OF INSURANCE FOR WHICH THIS APPLICATION IS BEING MADE, IF ISSUED, MAY BE CANCELLED WITHOUT CAUSE AT THE OPTION OF THE INSURED AT ANY TIME IN THE FIRST 60 DAYS DURING WHICH IT IS IN EFFECT AND AT ANY TIME THEREAFTER FOR REASONS STATED IN THE POLICY.



	Lienholder information				
Lienholder Name	Street	City	State	Zip	Units of Interest

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COMMERCIAL WATERCRAFT INSURANCE POLICY NAMED STORM COVERAGE REJECTION FORM

Titled Owner / First Name			
Titled Owner / Last Name			
Policy Number		Policy Effective Date	

Please note that **BOLD** words represent defined terms in the First Choice Watercraft Insurance Policy.

EXPLANATION OF DEFINITIONS AND COVERAGE

1. “**Named storm**”, as defined in the First Choice Watercraft Insurance Policy, means a tropical depression, tropical storm or hurricane (or any subsequent spawned tornadoes, flooding, or wind) as those so designated by the National Weather Service and/or the National Hurricane Center.
2. **Named storm** coverage provides insurance for **loss to your insured watercraft** (and any other property where terms under Coverage A follow, which may include but is not limited to Coverage D for Trailer and Boat Lift or insured property coverage found in attached endorsements), arising out of a **named storm** as defined above.
3. Coverage A – Coverage For Loss in the First Choice Watercraft Insurance Policy contains the following exclusion, which is triggered and will be enforced by **your** rejection of **named storm** coverage:

*We will not pay for **loss** arising out of a **named storm** if “NAMED STORM COVERAGE IS EXCLUDED” appears on the declarations;*

YOUR REJECTION OF NAMED STORM COVERAGE

Your signing of this rejection form confirms that **you** and all **family members** understand the following:

1. **Named storm** coverage has been offered to **you**.
2. **You** have rejected **named storm** coverage in return for a reduced premium.
3. **Your** rejection of named storm coverage has triggered policy language, as described above, and **you** understand that NO COVERAGE for **loss to your insured watercraft** (and other insured property) will apply if **loss** arises from a **named storm**.
4. **You** have read all information contained in this rejection form and understand all of the provisions in the policy regarding **named storm** coverage inclusion and exclusion.
5. **You** understand that this form can be utilized in the event of an **accident** or a **loss to your insured watercraft** (and other insured property).

Signature of Titled Owner

Date of Titled Owner Signature

Signature of Additional Titled Owner (if any)

Date of Titled Owner Signature

Signature of Agent

Date of Agent Signature



American Modern Insurance

Commercial Marine Premise Liability

Supplemental Application

Complete one application for each premise location. Include a diagram of the area along with photos of the buildings, parking lot, docks, and any recreational areas.

Agency code #:
Agency name:
Applicant's name:
Exact address of premise:
Square footage of occupied area in building:
Total square footage of area including parking lots, docks, buildings, and land:
List all activities that occur at the premise address:
Any dog or exotic pet located on the premises? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes describe:
Any playground, pool, swim, picnic, or recreational area? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes describe:
Any other businesses operating at this location? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes describe:
Do they have insurance in force? <input type="checkbox"/> YES <input type="checkbox"/> NO
How long has applicant operated from this location?
Describe in detail any losses that have occurred in the past five years:
Additional Insured name and address:
Liability limits requested : <input type="checkbox"/> \$300,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000

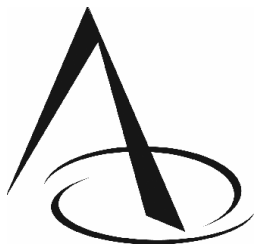
I affirm that the information provided is true to the best of my knowledge and that no material information has been withheld. I also confirm that the Coverages and Limits described above are the Coverages and Limits I desire. I hereby authorize appropriate state authorities to release my motor vehicle driving record to American Modern Insurance Group or its representative. This release shall remain in effect until I request in writing that it be withdrawn. I understand that as part of routine procedures, an investigative consumer report may be ordered that could contain information about my character, general reputation, personal and financial characteristics, and mode of living. Information on the nature and scope of such a report, if one is made, will be provided to me upon my written request. I understand that the discovery of any material misrepresentations or omissions in this Application may result in a change in the premium charge for my policy, or may cause my policy to be cancelled or voided.

Applicant's Signature

Date

Insurance Agent's Signature

Date



- ☐ AMERICAN MODERN HOME INSURANCE COMPANY (077)
☐ AMERICAN FAMILY HOME INSURANCE COMPANY (070)

COMMERCIAL MARINE POLICY COMMON POLICY DECLARATIONS

POLICY NO:

CODE NO:

Renewal of #:

Named Insured and Address:

Agency or Broker Address:

Policy Period: From _ _ to _ _ at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AND LIMITS AS STATE IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

NAVIGATIONAL LIMITATION:

COVERAGE

LIMIT OF INSURANCE

PREMIUM

Watercraft & Equipment
Coverage (ACV)

(\$ _ _ _ _ _ Deductible per unit)

\$ _ _ _ _ _
(TOTAL OF ALL UNITS)
(SEE SCHD. FOR BREAKDOWN)

\$ _ _ _ _ _

Watercraft Liability (BI & PD)

\$ _ _ _ _ _

\$ _ _ _ _ _

-Water sport _ _ _ _ _

-Premise _ _ _ _ _

Trailer (ACV)

\$ _ _ _ _ _

\$ _ _ _ _ _

Other

\$ _ _ _ _ _

Total

(Subject to Minimum Earned Premium of \$1,000 and accelerated short rate cancel)

\$ _ _ _ _ _

ACV=Actual Cash Value

FORMS AND ENDORSEMENTS:

See attached Forms Schedule

CWC 1000 (07/08)

AMERICAN MODERN HOME INSURANCE COMPANY
7000 MIDLAND BOULEVARD
AMELIA OH 45102-2607

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

Bob Smith
1234 Smith Road
Cincinnati, OH 45265

Producer: 212108

BEST AGENT
1234 MAIN STREET, SUITE 1000
CINCINNATI OH 25236

Policy No: 0772525252525

Type of Policy: WATERCRAFT RENTAL

Date of Cancellation: 01/01/2009; 12:01 A.M. Local Time at the mailing address of the Named Insured

We are Cancelling this policy. Your insurance will cease on the Date of the Cancellation shown above.

The reason for the cancellation is NON-PAYMENT OF PREMIUM

Date Mailed:
19th day of January, 2009

Authorized Company Representative

FORM# CC9697XX012325
ODEN 3.0.05.12a

Copy for Named Insured

XXCC21NONE APP
02565256MNNN
Page 1 of 1

AMERICAN MODERN HOME INSURANCE COMPANY
7000 MIDLAND BOULEVARD
AMELIA OH 45102-2607

PARTIES NOTIFIED

Named Insured : Bob Smith

Policy No: 0772525252525

BEST AGENT
1234 MAIN STREET, SUITE 1000
CINCINNATI OH 25236

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CINCINNATI OH 25236

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1234 MAIN STREET, SUITE 1000
CINCINNATI OH 25236

AMERICAN MODERN HOME INSURANCE COMPANY
7000 MIDLAND BOULEVARD
AMELIA OH 45102-2607

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

Producer: 212108

Bob Smith
1234 Smith Road
Cincinnati, OH 45265

BEST AGENT
1234 MAIN STREET, SUITE 1000
CINCINNATI OH 25236

Policy No: 0772525252525

Type of Policy: WATERCRAFT RENTAL

Date of Cancellation: 01/01/2009; 12:01 A.M. Local Time at the mailing address of the Named Insured

We will not renew this policy when it expires. Your insurance will cease on the Date of the Cancellation shown above.

The reason for the cancellation is NON-PAYMENT OF PREMIUM

Date Mailed:
19th day of January, 2009

Authorized Company Representative

AMERICAN MODERN HOME INSURANCE COMPANY
7000 MIDLAND BOULEVARD
AMELIA OH 45102-2607

PARTIES NOTIFIED

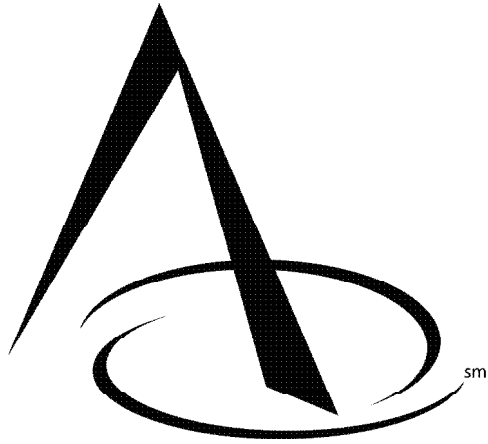
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**RENTAL
WATERCRAFT
INSURANCE
POLICY**

RENTAL WATERCRAFT POLICY

A Stock Insurance Company

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IMPORTANT NOTICE

This policy is a legal contract between **you** and **us**. Some of the key terms are displayed in bold type and defined on Page 1. It is **your** responsibility to be aware of, and comply with, the limitations and conditions of this policy. First, review **your** Declarations to confirm the coverages and limits **you** purchased. Then carefully read **your** policy including all endorsements. This is especially important since watercraft policies differ between insurance companies. Pay particular attention to the coverage exclusions and the reduced coverage limits that apply in some situations.

AGREEMENT

We agree to provide insurance for the Coverages that **you** have purchased. The insurance is subject to the conditions and terms described in this Policy.

If the Declaration shows more than one watercraft or the policy insures more than one watercraft, **we** will insure each watercraft separately.

WARRANTIES

Breach of the warranty shall be cause for us to void coverage.

RENTAL CONTRACT

You warrant that a written rental contract, submitted and approved by **us** in advance, is executed between **you** and any person or organization who rents, hires or leases the **insured watercraft** from **you** and any person or organization who uses an **insured watercraft**, with or without an exchange of consideration or payment for use of **your insured watercraft**. A copy of all executed rental contracts will be held on file for no less than three years after the termination of the contract.

PWC OPERATION AND BOATING SAFETY EDUCATION

You warrant that **you** will provide operation and safety instruction to all operators of **your insured watercraft** while rented. Prior to rental, **you** will also provide each operator material explaining:

- a. operational characteristics of **your insured watercraft**;
- b. boating regulations in place to the rental area including, but not limited to, no wake zones, no entry zones channel routes, tidal flow and other water hazards;
- c. common courtesies of operating a watercraft and the effects on wildlife, the environment and other water users.

COMPLIANCE WITH REGULATION

You warrant that **you** are in compliance with all federal, state or local regulations concerning **your** operations; and that **you** possess any and all federal, state or local documentation, permits and licenses required for the Insured's Property's trade or use.

DEFINITIONS

DEFINITIONS USED IN THIS POLICY

1. "**Accident**" means a direct and sudden event which results in **bodily injury, property damage, or loss** that is not expected or intended.
2. "**Betterment**" means the increased value of property after a **loss**, when repair or replacement results in better than like kind or quality.
3. "**Bodily injury**" means physical injury to the body of a person including resulting death. Not included are communicable diseases or sickness.
4. "**Diminution in value**" means the actual or perceived reduction in market or resale value that may allegedly result from a **loss**.
5. "**Ingestion**" means water, earth, debris or plant life entering into any engine, transmission, mechanical or electrical part.
6. "**Insured person**" means:
 - a. **you**;
 - b. **your** spouse; or
 - c. **your** employees over the age of 18, or any non-executive officers, but only for acts within the scope of their employment by **you**.
7. "**Insured Watercraft**" means the watercraft shown in the Declarations, including its customary communication, navigation, safety, and operating equipment. **Other electronics** are also included. Not included are:
 - a. trailers;
 - b. tenders (dinghies);
 - c. fishing or sporting equipment;
 - d. fuel and consumables.
 - e. personal computer equipment and software;
 - f. cassettes, tapes, compact disks, and similar items used for the storage of video, sound, or electronic data.
8. "**Loss**" means physical loss of or damage. **Loss** does not include diminution of value or loss of use.

9. **"Named storm"** means a tropical depression, tropical storm or hurricane (or any subsequent spawned tornadoes, flooding, or wind) as those so designated by the National Weather Service and/or the National Hurricane Center.
10. **"Policy Territory"** means the territory as defined in the Declarations.
11. **"Property damage"** means physical damage to or destruction of tangible property.
12. **"Salvage charges"** mean the charges for which **you** are liable under maritime law resulting from the voluntary rescue of the **insured watercraft**.
13. **"Unseaworthy"** and **"unseaworthiness"** mean a vessel, its machinery and equipment:
 - a. that are not reasonably fit for its intended use because of neglect or a lack of maintenance;
 - b. that are not in a reasonable state of repair and can be damaged by ordinary weather, calm water, or through normal intended use.
14. **"Watersports"**:
 - a. means the activity of a person or persons being towed by the **insured watercraft** while upon water-skis, wakeboards, inflatable tubes, or similar devices specifically designed for towing persons; and
 - b. concludes when all persons involved in **watersports** activities have been taken safely aboard the **insured watercraft** or have landed safely in another location out of water.

Watersports does not include teak surfing, parasailing, spinnaker flying, kite skiing, hang gliding, or similar activity involving tethered flight or subsequent release.
15. **"Workers' compensation"** means compensation prescribed by any state or federal law for **bodily injury** to a employee during the course of employment. This includes, but is not limited to, any employment, unemployment, disability, workers' compensation, occupational disease law, Jones Act, Federal Longshoremen's and Harbor Workers' Compensation Act, or any other state or federal workers' law.
16. **"We", "us", and "our"** mean the insurance company identified in the Declarations.

17. **"You"** and **"your"** means the person(s), who are age 18 years and older or organization(s) named in the Declarations as the Named Insured. If you are designated in the Declarations as:

- a. an individual, **you** and **your** spouse are insured if **you** are the sole owner of the watercraft rental operation.
- b. a partnership or joint venture, **you** are an insured. **Your** members, **your** partners and their spouses are also insureds, but only with respect to the conduct of **your** business.
- c. an organization other than a partnership or joint venture, **you** are an insured. **Your** executive officers and directors are insureds, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also insureds, but only with respect to their liability as stockholders.

EXCLUSIONS APPLYING TO ALL COVERAGES

(See also Additional Exclusions in the individual Coverage Sections.)

This Policy does not cover **bodily injury, property damage, or loss**:

1. When the **insured watercraft** is:
 - a. outside of the **policy territory**.
 - b. used unlawfully to traffic in or carry persons, drugs, narcotics, or other property;
 - c. owned in whole or in part by someone other than **you**.
2. Arising out of:
 - a. declared or undeclared war, civil war, riot or revolt;
 - b. the detonation of a nuclear device or radioactive contamination from any source.
3. When the **insured watercraft** is being used to carry passengers for hire.
4. Caused by **your** employee when not in the course of **your** rental business operation, and/or after **your** normal business hours.
5. For any person other than **you** or **your** spouse if **you** are the sole owner of the watercraft rental operation.

6. Illegal or illicit activities.

SECTION I - WATERCRAFT DAMAGE INSURANCE

COVERAGE A - COVERAGE FOR LOSS

We will pay for **loss** to the **insured watercraft** arising out of an **accident**. The **accident** and the **loss** must occur during the Policy Period shown in the Declarations.

TERMS APPLYING TO COVERAGE A

1. ADDITIONAL PAYMENTS

When **loss** is covered and exceeds the applicable deductible shown in the Declarations, **we** will also pay:

- a. the cost of transporting the **insured watercraft** or its parts to the nearest reasonable place of repair. Transporting will be by the least costly reasonable means;
- b. reasonable costs other than **salvage charges** incurred in providing protection for the **insured watercraft** after a **loss**;
- c. necessary wreck removal or disposal charges;
- d. up to 14 days for storage of the **insured watercraft** when it is stolen and recovered or damaged from a covered **loss**.
- e. **salvage charges** that:
 - (1) **we** agree to pay;
 - (2) are awarded by a United States Court; or
 - (3) are determined by an arbitration board in the United States that **you** and **we** agree to authorize for this purpose.

2. ADDITIONAL EXCLUSIONS

We will not pay for **loss** arising out of:

- a. mechanical, engine, transmission, electrical, or structural failure;
- b. wear and tear, deterioration, weathering, corrosion, rust, metal fatigue, or electrolysis;
- c. dampness of atmosphere, rot, dry rot, mold, or mildew;
- d. marring, scratching, denting, chipping,

delamination, or osmotic blistering;

- e. engine overheating, inadequate lubrication, fuel contamination, abnormal combustion, misalignment of mechanical components, or improper shifting of transmission gears at high speed;
- f. faulty manufacture or defect in design;
- g. improper repair;
- h. freezing, thawing, or contact with ice, when the condition is expected or anticipated and the **insured watercraft** was not prepared for cold weather storage or winterized to the standards of the manufacturer or accepted marine standards;
- i. birds, rodents, insects, animals, vermin, and marine life except if **loss** is caused by collision;
- j. power surge or interruption to electrical device, other than lightning;
- k. **ingestion**
 - (1) unless directly resulting from the total submersion of the insured watercraft caused by collision with a fixed or floating object;
 - (2) directly resulting from use that is contrary to the recommendation of the manufacturer of the insured watercraft.
- l. a **named storm** if "NAMED STORM COVERAGE IS EXCLUDED" appears on the declarations;
- m. **unseaworthiness**;
- n. **diminution in value**;
- o. transportation of the **insured watercraft** over land when:
 - (1) the weight of the **insured watercraft** exceeds the registered weight capacity of the transporting trailer;
 - (2) the weight of the **insured watercraft** and transporting trailer exceed the maximum towing weight recommended for the towing vehicle;
 - (3) the width or beam of the **insured watercraft** exceeds the trailering allowances of the state and necessary permits were not obtained prior to **loss**;

(4) the transporting trailer fails during transport of the **insured watercraft** because of lack of maintenance.

p. legal or illegal seizure or confiscation, or during detention, by any governmental body;

q. a taking, holding, hiding, repossession or sale by:

(1) anyone to whom was given the **insured watercraft's** care, custody, control, or use;

(2) anyone making a claim for or against the **insured watercraft** under contract, agreement or law.

3. LIMIT OF LIABILITY

a. Valuation – This insurance is subject to a 100% coinsurance requirement. If, at the time of **loss**, the actual cash value of the property insured under **Section I** exceeds the limit of liability shown in the Declarations, **we** will pay only a percentage of what **we** would otherwise be obligated to pay. **We** will determine this percentage by dividing the limit of liability by the total actual cash value of **your** property at the time of **loss**.

b. **Our** Limit of Liability for **loss** is the lesser of:

(1) the Limit for Coverage A shown in the Declarations; or

(2) the market value of the **insured watercraft** just prior to the **loss** as reasonably determined by the selling prices of similar watercraft or published boat price guides with consideration for its age, condition, and equipment.

c. **We** will adjust each **loss** separately to each **insured watercraft**. **Our** Limit of Liability for each **loss** is reduced by:

(1) the deductible to each **insured watercraft** shown in the Declarations, subject to the following:

If the declarations page shows "NAMED STORM DEDUCTIBLE APPLIES", and the **loss** is caused by a **named storm**, the deductible will be two (2) times the deductible shown in the Declarations for Coverage A;

(2) the amount of any unrepaired prior loss or damage to the **insured watercraft**.

d. **Our** Limit of Liability for all Additional Payments (as defined in Paragraph 1 above) arising out of any one **accident** is 50% of the Limit for Coverage A shown in the Declarations.

4. NO BENEFIT TO OTHERS

This Coverage is for **your** benefit alone.

5. TERMS OF PAYMENT OF LOSS

When **we** pay for **loss** the following terms apply:

a. TOTAL LOSS

We will pay **our** Limit of Liability for **loss** if:

(1) the **insured watercraft** is lost or stolen and not found or recovered within 30 days of reporting the **loss** to **us**; or

(2) reasonable repair cost estimates for the **loss** exceed **our** Limit of Liability for **loss**.

b. PARTIAL LOSS

(1) When **loss** is less than **our** Limit of Liability for **loss**, **we** will pay for reasonable repairs in accordance with customary repair practices. This includes limiting payment to the cost to patch, weld or spot repair;

(2) When **we** pay for damaged or missing parts **we** may reduce **our** payment for **betterment** and depreciation.

We may also, at **our** option, replace parts with parts that have been remanufactured or reconditioned.

c. APPRAISAL

If **we** cannot agree with **you** on the amount of payment for **loss**, either party may make written demands for an appraisal. In this event, each party will choose and pay a competent and disinterested appraiser. Each will share other appraisal costs equally. The appraisers will pick a third person to settle differences. An amount agreed to in writing by two of them will be the amount of the **loss**.

d. **SALVAGE**

When **we** pay for a **loss**, **we** have the option to claim any salvage. If **we** exercise this option, **you** must give **us** clear title to that salvage.

e. **LOSS PAYEE**

Payment for **loss** will be made to **you** and the Lienholder shown in the Declarations. **We** may include repairers or suppliers in the payment.

f. **OTHER INSURANCE**

When there is other insurance for a **loss** covered by this insurance, **we** will apply that part of the **loss** that **our** Limit of Liability bears to the total limits of all insurance.

SECTION II - LIABILITY INSURANCE

COVERAGE B - LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE

We will pay for **bodily injury** and **property damage** for which an **insured person** is legally liable. The **bodily injury** and **property damage** must be caused by an **accident** during the Policy Period shown in the Declarations. Liability must arise from the ownership, maintenance or use of the **insured watercraft**.

TERMS APPLYING TO COVERAGE B

1. **OUR DUTY TO DEFEND**

We will settle or defend, as **we** consider appropriate, a claim or suit asking for damages for **bodily injury** or **property damage**. However, **our** duty to settle or defend:

- a. is limited to costs **we** incur and counsel of **our** choice;
- b. ends when **we** have paid or offered to pay an amount equal to **our** Limit of Liability.

2. **ADDITIONAL PAYMENTS**

When **bodily injury** or **property damage** is covered, **we** will also pay:

- a. interest on that part of a judgment which does not exceed **our** Limit of Liability. Interest is paid from the date of judgment until **we** pay or offer to pay **our** part of the judgment;

- b. reasonable costs an **insured person** incurs at **our** request to attend trials or hearings. However, **we** will not pay for loss of earnings.

3. **ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B**

This Coverage does not apply to:

a. **Bodily injury** to:

- (1) **you** or any **insured person**;
- (2) a captain or crew member who receives money or other benefits from an **insured person** for operating or providing services to the **insured watercraft**;
- (3) **Bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by **you**. This includes, but is not limited to, any employment, unemployment, disability, workers' compensation, occupational disease law, Jones Act, Federal Longshoremen's and Harbor Workers' Compensation Act, or any other state or federal workers' law.;
- (4) a person who trespasses on the **insured watercraft**;

b. **Bodily injury** arising out of:

- (1) communicable diseases or sickness;
- (2) any sexual act, including, but not limited, to assault, molestation, abuse, incest, or rape;
- (3) corporal punishment or physical or mental abuse.
- (4) **your** providing or failure to provide professional health care services;

c. **Bodily injury** or **property damage** arising out of:

- (1) noise or vibration;
- (2) pollution or contamination unless caused by a covered **loss**;
- (3) parasailing, spinnaker flying, kite skiing, hang gliding, or similar activity involving tethered flight or subsequent release;
- (4) the transportation of the **insured watercraft** on land;

(5) **watersports accidents** unless "Watersports Liability" is shown on the Declarations.

d. **Bodily injury** or **property damage** when an **insured person** is insured under nuclear energy liability insurance. This Exclusion applies even if the limits of that insurance are reached;

e. **Bodily injury** or **property damage** liability that an **insured person** assumes by contract or agreement;

f. **Property damage** to property:

(1) owned by an **insured person** or his or her **family members**;

(2) rented to or in the care, custody, or control of an **insured person**.

(3) owned or occupied or rented or loaned to any of **your** employees, or any partners or members if **you** are a partnership or joint venture.

(4) carried aboard an **insured watercraft**.

g. Punitive damages;

h. Governmental fines or penalties;

i. **Salvage charges**;

j. Costs for the removal, transportation, or disposal of the **insured watercraft** (See Coverage A, Additional Payments).

k. **Bodily injury** or **property damage** to **you** or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such **bodily injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury or **property damage**.

4. LIMITS OF LIABILITY

Our Limits of Liability for **bodily injury** or **property damage** apply as follows:

a. The limit for "each person" shown in the Declarations is the most **we** will pay for **bodily injury** to any one person in one **accident** unless a smaller limit applies as stated in Paragraph 4.b. below.

b. The limit for "**property damage**" shown in the Declarations is the most **we** will pay for

all **property damage** resulting from one **accident**.

c. The limit for "each **accident**" shown in the Declarations is the most **we** will pay for all **bodily injury** and **property damage** combined in one **accident**.

The number of **our** policies, **insured persons**, **insured watercraft**, other watercraft, tenders, claims or claimants does not increase these amounts.

5. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance. However, **you** may purchase insurance in specific excess of this Policy.

SECTION III - TRAILER/BOAT LIFT INSURANCE

COVERAGE D - PHYSICAL DAMAGE COVERAGE FOR YOUR TRAILER / BOAT LIFT

If a Limit of Liability for trailer coverage is shown on the Declarations, **we** will pay for damage to a trailer that **you** own and use exclusively to transport the **insured watercraft** over land. **We** will pay for damage on the same terms that **we** agree to pay for **loss** under Coverage A. All terms, conditions, exclusions and limitations of Coverage A apply, except as stated below.

No liability coverage is provided for **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of **your** trailer.

ADDITIONAL TERMS APPLYING TO COVERAGE

1. ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE D – BOAT LIFT

We will not pay for **loss** for:

a. storage used for any watercraft other than **your insured watercraft**;

b. maintenance and service neglect;

c. damage caused by exceeding the weight limit capacity as provided by the manufacturer of the boat lift;

d. any dock, pier, wharf, enclosure, or similar structure where the boat lift is anchored or attached;

e. electrical feed to the boat lift.

2. LIMIT OF LIABILITY

Our Limit of Liability for damage to **your** trailer or boat lift is the lesser of:

- a. the limit shown in the Declarations; or
- b. the fair market value of **your** trailer or boat lift as determined by its age, equipment and condition just prior to the damage.

This Limit is separate from and independent of **our** Limit of Liability for damage to the **insured watercraft**.

3. DEDUCTIBLE

The deductible for the **insured watercraft** shown in the Declarations does not apply to damage to **your** trailer or boat lift. A separate \$250 deductible will apply instead.

However, this separate deductible will be waived if the **loss** also occurs, at the same time, to the **insured watercraft** and the deductible shown in the Declarations or a **named storm** deductible is fully applied.

GENERAL CONDITIONS

1. POLICY CHANGE TO BE MADE BY US

No change may be made to this Policy, except by Endorsement issued by **us**.

2. SUIT AGAINST US

We may not be sued unless there has been compliance with all of the terms of this Policy. Under Coverage B, no one has a right to sue **us** until the duty of an **insured person** to pay is finally decided by a court. Bankruptcy or insolvency of an **insured person** or an **insured person's** estate does not relieve **us** of **our** obligation under this Policy.

3. OUR RECOVERY RIGHTS

If **we** pay under this Policy, **we** have all rights of recovery of an **insured person**. That **insured person** must do all that is needed to help **us** exercise these rights. An **insured person** may do nothing to take away these rights.

4. TRANSFER OF POLICY

Interest in this Policy may not be transferred without **our** written consent.

5. NONRENEWAL

If **we** decide not to renew this Policy **we** will mail **you** a notice of nonrenewal. This notice will be sent to the address shown in the Declarations. It will be sent at least 30 days before the Policy Period ends. Proof of mailing will be proof that **you** were notified. If **we** offer to renew and **you** do not pay the renewal premium, **you** have declined **our** offer.

6. CANCELLATION BY YOU

To cancel this Policy, **you** must tell **us** in writing at what future date the cancellation should be.

7. CANCELLATION BY US

We may cancel by mailing **you** a cancellation notice. This notice will be sent to the address in the Declarations. It will be sent at least 30 days before the cancellation date. Only 10 days notice will be given if **we** cancel for nonpayment of premium. Also, only 10 days notice will be given if the Policy has been in effect less than 60 days and is not a renewal policy. Proof of mailing will be proof that **you** were notified.

8. RETURN OF PREMIUM

Upon cancellation, **you** may be entitled to a premium refund. **We** will send that refund to **you**. However:

- a. **our** making a refund is not a condition of cancellation;
- b. if **we** cancel for a reason other than nonpayment of premium, the refund will be figured on a pro rata basis;
- c. if you cancel for any reason, or if **we** cancel because of your nonpayment of premium, the refund will be based on our accelerated short rate table subject to our retention of any minimum premium shown on the Declarations;
- d. if the **insured watercraft** incurs a **loss** for which **we** pay **our** Limit of Liability, the annual premium shall be fully earned and paid for that **insured watercraft**.

9. POLICY REINSTATEMENT

Our receipt and deposit of **your** premium payment after mailing a notice of cancellation will not reinstate the Policy. However, cancellation for nonpayment of premium will not be effective if the required payment is received before the cancellation date.

10. **POLICY CONFORMS TO STATE LAW**

If terms of this Policy conflict with **your** state law, they are amended to conform to that law.

11. **RIGHT TO SURVEY**

We have the right to survey the **insured watercraft** anytime during the Policy Period. If **we** elect to do so, **we** will give **you** notice. Then **you** must give **us** the help that **we** request to find and board the **insured watercraft**.

12. **ABANDONMENT**

You may not abandon the **insured watercraft** to **us** without **our** prior written consent.

13. **ADDITIONAL INSURED PERSONS**

We agree to include any person or organizations, identified on the Declarations Page as "Additional Insureds", as "**insured persons**" under that definition in **your** Policy. However, they are **insured persons** only with respect to **your** activities for which they may be held liable, but not for their own independent negligence or any other liability.

14. **AN INSURED PERSON'S RESPONSIBILITIES AFTER AN ACCIDENT OR LOSS**

You or any **insured person** must notify **us** promptly of any accident. This notice shall give the time, place, and circumstances of the **accident** or **loss**. It should also include names and addresses of witnesses and injured persons.

An **insured person** shall also:

- a. Cooperate with and assist **us** in matters concerning a claim or suit;
- b. Promptly send **us** all legal papers received;
- c. Authorize **us** to obtain medical and other records;
- d. Provide proofs of loss that **we** require;
- e. If **we** ask, give **us** a written statement describing the **accident** or **loss** and agree to be examined under oath;
- f. not assume any obligation or make any payment;
- g. take reasonable steps after a **loss** to protect the **insured watercraft**;
- h. promptly report theft or vandalism to the police;

- i. allow **us** to inspect the **insured watercraft** before repair or disposal.
- j. provide **us** with any and all applicable documentation in regards to **your** rental business and income documentation as it pertains to the use of the **insured watercraft**

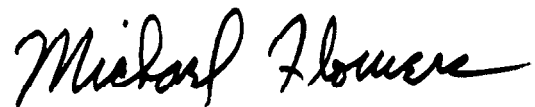
15. **MISREPRESENTATION AND FRAUD**

This policy will be voided back to its inception if **you** at any time intentionally conceal or misrepresent material information relating to application(s), **accidents**, or **losses**. Moreover, if a person knowingly makes a claim based on false information with the purposes of defrauding **us**, that person may be guilty of insurance fraud which is a felony. **We** have a duty to seek out insurance fraud and report it to appropriate authorities. **We** will then cooperate fully with authorities as required by law.

The President and Secretary of our Company have signed this Policy and it is countersigned on the Declarations by an authorized representative.



Chairman, President and CEO



Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RENTAL WATERCRAFT INSURANCE POLICY
AMENDATORY ENDORSEMENT – ARKANSAS**

SECTION I – WATERCRAFT DAMAGE INSURANCE

TERMS APPLYING TO COVERAGE A

Under Item 2., **ADDITIONAL EXCLUSIONS**, paragraph c. is replaced by the following:

Dampness of atmosphere, rot, dry rot, mold (unless the result of a covered **loss**), or mildew;

Under Item 5., **TERMS OF PAYMENT OF LOSS**, the following is added to paragraph c.,
APPRAISAL:

Appraisal shall be voluntary by all parties and the results shall be non-binding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PREMISES LIABILITY COVERAGE

As respects to this optional coverage, the terms you, your, and yours mean:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insured, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following are also an insured:
 - a. Any person (other than your employee), or any organization while acting as your real estate manager.
- I. We will pay up to the Limit of Liability all sums which you legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "occurrence" and arising out of the ownership, maintenance or use of your premises as described on the Declarations Page or Schedule and necessary or incidental operations.

We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

This insurance applies only to "bodily injury" or "property damage" which occurs during the policy period. We will have the right and duty to defend any "suit" seeking those damages. We may investigate and settle any claim or "suit" at our discretion. Our right and duty to defend end when we have used up the limit of liability in the payment or settlements.

"Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

We will pay, with respect to any claim or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

II The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

EXCLUSIONS:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured, whether performed by you or at your direction.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- 1. Assumed in a contract or agreement that is an "insured contract"; or
- 2. That the insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - 1. Causing or contributing to the intoxication of any person;
 - 2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - 3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar State or Federal law.
- e. "Bodily injury" to:
 - 1. An employee of the insured arising out of and in the course of employment by the Insured;
 - 2. The spouse, child, parent, brother or sister of that employee as a consequence of 1. above; or
 - 3. An independent contractor who performs operations for you, or your acts or omissions in connection with the general supervision of such operations.

This exclusion applies:

- 1. Whether the insured may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insurance under an "insured contract".

- f. 1. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
- a. At or from premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

2. Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, loading or unloading of:

1. An aircraft;

2. A "motor vehicle" (other than one used only to maintain the insured premises) owned or operated by, or rented or loaned to you; or
 3. Watercraft, unless the watercraft is owned by the insured and ashore on the insured premises.
- h. "Bodily injury" or "property damage" included within the "Products Completed Operations Hazard".
- i. "Property damage" to:
1. Property you own, rent, or occupy;
 2. Premises you sell, give away or abandon, if the "property damage" arises out of any of those premises;
 3. Property loaned to you;
 4. Property held for sale or in your care, custody or control;
 5. Property being moved by you by use of a "motor vehicle".
- j. "Bodily injury" or "property damage" arising out of property not physically damaged if caused by:
1. Your delay or failure in performing any agreement or contract; or
 2. The failure of your products, or work you performed to meet the quality warranted or the level of performance represented.
- k. "Property damage" to any of your products or any part of your products if caused by a defect existing at the time it was sold or transferred to another.
- l. "Property damage" to work you performed if the property damage results from any part of the work itself or from the parts, materials or equipment used in connection with the work;
- m. "Bodily injury" or "property damage" arising out of:
1. Any structural alterations which involve changing the size of or moving buildings or structures performed by you or on your behalf, or;
 2. New construction or demolition operations performed by you or on your behalf.
- n. "Bodily injury" or "property damage" arising out of illegal or illicit activities.
- o. "Bodily injury" or "property damage" arising out of:
1. Nuclear reaction, or;
 2. Radiation, or;
 3. Radioactive contamination

DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, resulting from any of these at anytime.

2. "Insured contract" means:

- a. A lease of premises
- b. Easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad;
- c. Indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

An "Insured Contract" does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to you.

3. "Motor vehicle" means:

- a. A motorized land vehicle made for use on or off public roads, whether or not licensed for road use.
- b. A trailer or semi-trailer made for use on or off public roads.
- c. Any vehicle while being towed or carried by one of the above Motor Vehicles.

4. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

5. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- a. Products that are still in your physical possession; or
- b. Work that has not yet been completed or abandoned.

"Your work" will be deemed completed at the earliest of the following:

- a. When all of the work called for in your contract has been completed.
- b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- c. When the part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include "bodily injury" or "property damage" arising out of:

- a. The existence of tools, uninstalled equipment or abandoned or unused materials.

6. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property
- b. Loss of use of tangible property that is not physically injured.

7. "Suit" means a civil proceeding in which damages because of "bodily injury", or "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

8. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1. You;
 - 2. Others trading under your name, or;
 - 3. A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

9. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.



American Modern Home Insurance Company*
American Family Home Insurance Company**
American Southern Home Insurance Company
American Western Home Insurance Company
American Modern Select Insurance Company
American Modern Lloyds Insurance Company
American Modern Surplus Lines Insurance Company

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
NEW/RENEWAL POLICY

Coverage for acts of terrorism is included in your policy.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT ACT.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 0 and does not include any charges for the portion of losses covered by the United States government under the Act.

***California & Wyoming known as American Modern Insurance Company**

****California known as AFH Insurance Company**

EXECUTIVE OFFICES / 7000 MIDLAND BOULEVARD / AMELIA, OHIO 45102-2607
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CM AMIG #T-4 (08/08)

**ARKANSAS
AMERICAN MODERN HOME INSURANCE COMPANY
COMMERCIAL RENTAL WATERCRAFT**

FORMS

Form #	Edition Date	Name
CWR-A	200808	Application
CWP-A	200808	Premise Liability Application
CW-1000	200808	Declaration page
CC9697XX	200503	Cancellation Notice
CN9697XX	200503	Non-Renewal Notice
WC000	200804	Commercial Rental Watercraft Insurance Policy
WCA03	200809	Rental Watercraft Insurance Policy Amendatory Endorsement
73961	200806	Premise Liability Endorsement
CM T-4	200808	Terrorism Exclusion Endorsement

<i>SERFF Tracking Number:</i>	<i>AMMH-125883901</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Modern Home Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>20080225-04</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>F- Commercial Rental Watercraft</i>		
<i>Project Name/Number:</i>	<i>F- Commercial Rental Watercraft /20080225-04</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMMH-125883901 State: Arkansas
Filing Company: American Modern Home Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 20080225-04
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: F- Commercial Rental Watercraft
Project Name/Number: F- Commercial Rental Watercraft /20080225-04

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Approved	11/03/2008

Comments:

Attachment:

Forms Filing Schedule.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1